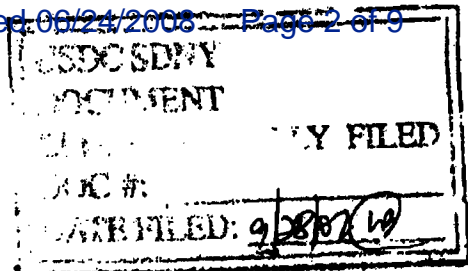


EXHIBIT 1



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
CANADA DRY DELAWARE VALLEY
BOTTLING COMPANY and CANADA DRY
POTOMAC CORPORATION,

Petitioners,

-against-

HORNELL BREWING CO., INC. D/B/A
FEROLITO, VULTAGGIO & SONS,

Respondent.
-----X

07 Civ. 8037 (SHS)

ORDER

SIDNEY H. STEIN, U.S. District Judge.

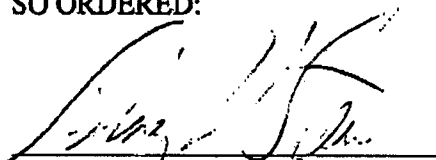
Canada Dry Delaware Valley Bottling Company and Canada Dry Potomac Corporation ("Canada Dry") petition this Court pursuant to 9 U.S.C. § 9 to confirm a Consent Award of Arbitrators issued under the aegis of the American Arbitration Association on August 20, 2007, which resolves a dispute between Canada Dry and Hornell Brewing Company, d/b/a Ferolito, Vultaggio & Sons ("Hornell"). The Court has subject matter jurisdiction over this petition pursuant to 28 U.S.C. § 1332(a)(1) because the parties are citizens of different states and the amount in controversy exceeds \$75,000.

In an Order to Show Cause dated September 14, 2007, this Court directed respondent Hornell to file a response to the petition by September 25 and scheduled a hearing for September 28. To date, however, Hornell has not filed a response, and in a letter dated September 27, 2007, Canada Dry notified the Court that Hornell does not oppose the petition to confirm the arbitration award.

Therefore, Canada Dry's petition to confirm the arbitration award is granted pursuant to 9 U.S.C. § 9. The Clerk of Court is directed to enter judgment confirming the Consent Award of Arbitrators in AAA Case No. 13 181 01425 05 dated August 20, 2007.

Dated: New York, New York
September 28, 2007

SO ORDERED:



Sidney H. Stein, U.S.D.J.

AMERICAN ARBITRATION ASSOCIATION
NEW YORK, NEW YORK

CANADA DRY DELAWARE VALLEY
BOTTLING COMPANY, AND CANADA
DRY POTOMAC CORPORATION,

Claimants,

-against-

HORNELL BREWING CO., INC. D/B/A
FEROLITO, VULTAGGIO & SONS,

Respondent.

AAA Case No.
13 181 01425 05

CONSENT AWARD OF ARBITRATORS

We, the undersigned Arbitrators, having been duly designated in accordance with the arbitration agreements entered into between the above-named parties dated March 17, 1997 and December 23, 1998, and having been duly sworn, and the parties having reached a settlement of this arbitration in accordance with our July 12, 2007 Order (a copy of which is also attached hereto) finding that they are bound by the attached agreements.

Now, therefore, we hereby make the terms set forth in the attached agreements, which comprise the settlement, our Consent Award as follows:

Attachment A - the signed Letter Agreement dated November 14, 2006;

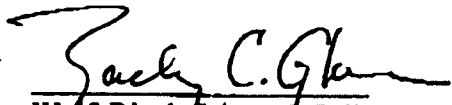
Attachment B - the signed three paragraph handwritten document dated November 14, 2006; and

Attachment C - the unsigned "Settlement Agreement and Mutual Release" dated November __, 2006, except for (a) Paragraph 1 (Amendments to the Distribution Agreement) and (b) "and the Amendments" in the first line and in the sixth line of Paragraph 8 (Final Understanding), which are stricken.

The administrative fees of the American Arbitration Association totaling \$13,500.00, and the compensation and expenses of the arbitrators totaling \$131,978.44 shall be borne as incurred. Therefore, no party shall reimburse any other party for any fees and expenses.

This Consent Award is in full settlement of all claims and counterclaims submitted in this Arbitration. All claims not expressly granted herein are hereby denied.

CONSENTED TO:



Wolf, Block Schorr & Solis-Cohen, LLP
Dana Klinges, Esq.
Zachary Glaser, Esq.
Counsel for Claimants
Dated: 8-20-07

Morrison Cohen LLP
Howard S. Wolfson, Esq.
Counsel For Respondent
Dated:

Date

Eugene Ginsberg, Esquire

Date

Hon. E. Leo Milonas

Date

Hon. Walter Schackman

I, Eugene Ginsberg, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument which is the award of this Arbitration Panel.

Date

I, E. Leo Milonas, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument which is the consent award of this Arbitration Panel.

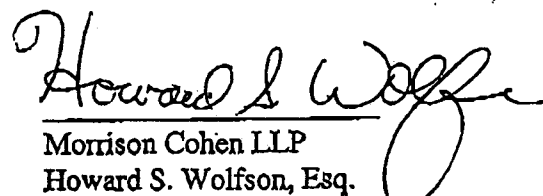
Date

I, Walter Schackman, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument which is the consent award of this Arbitration Panel.

Date

CONSENTED TO:

Wolf, Block Schorr & Solis-Cohen, LLP
Dana Klinges, Esq.
Zachary Glaser, Esq.
Counsel for Claimants
Dated:



Morrison Cohen LLP
Howard S. Wolfson, Esq.
Counsel For Respondent
Dated:

Date

Eugene Ginsberg, Esquire

Date

Hon. E. Leo Milonas

Date

Hon. Walter Schackman

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Date

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Date

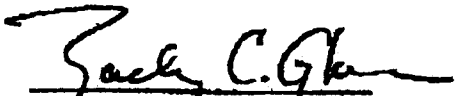
I, Walter Schackman, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument which is the consent award of this Arbitration Panel.

Date

08/20/2007 02:51 FAX

003/003

CONSENTED TO:



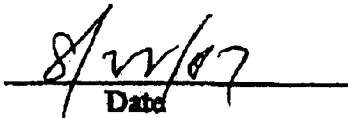
Wolf, Block Schorr & Solis-Cohen, LLP

Dana Klinges, Esq.

Zachary Glaser, Esq.

Counsel for Claimants

Dated: 8-20-07


Date_____
Date_____
Date

Morrison Cohen LLP

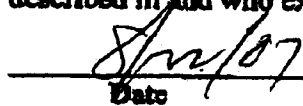
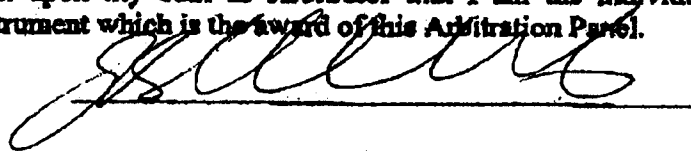
Howard S. Wolfson, Esq.

Counsel For Respondent

Dated:


Eugene Ginsberg, Esquire_____
Hon. E. Leo Milonas_____
Hon. Walter Schackman

I, Eugene Ginsberg, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument which is the award of this Arbitration Panel.


Date

I, E. Leo Milonas, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument which is the consent award of this Arbitration Panel.

Date

I, Walter Schackman, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument which is the consent award of this Arbitration Panel.

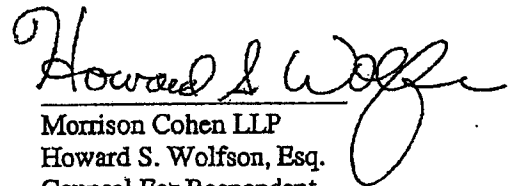
Date

003/003

2

CONSENTED TO:

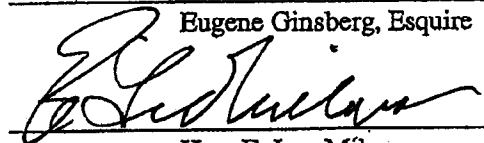
Wolf, Block Schorr & Solis-Cohen, LLP
Dana Klinges, Esq.
Zachary Glaser, Esq.
Counsel for Claimants
Dated:



Morrison Cohen LLP
Howard S. Wolfson, Esq.
Counsel For Respondent
Dated:

Date
8/23/07

Date

Eugene Ginsberg, Esquire


Hon. E. Leo Milonas

Date

Hon. Walter Schackman

I, Eugene Ginsberg, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument which is the award of this Arbitration Panel.

Date

I, E. Leo Milonas, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument which is the consent award of this Arbitration Panel.

8/23/07

Date



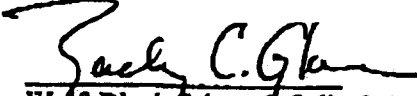
I, Walter Schackman, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument which is the consent award of this Arbitration Panel.

Date

08/20/2007 02:51 FAX

003/003

CONSENTED TO:


Wolf, Block Schorr & Solis-Cohen, LLP
Dana Klinges, Esq.
Zachary Glaser, Esq.
Counsel for Claimants
Dated: 8-20-07

Morrison Cohen LLP
Howard S. Wolfson, Esq.
Counsel For Respondent
Dated:

Date

Eugene Ginsberg, Esquire

Date

Hon. E. Leo Milonas

8/22/07

Date



Hon. Walter Schackman

I, Eugene Ginsberg, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument which is the award of this Arbitration Panel.

Date

I, E. Leo Milonas, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument which is the consent award of this Arbitration Panel.

Date

I, Walter Schackman, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument which is the consent award of this Arbitration Panel.

8/22/07

Date



003/003 v3 11/09/03